

**DELEGATE AGENCY CONTRACT
CITY OF SAN ANTONIO
SPECIAL PROVISIONS
2003 SHP**

1. Regulations

Contractor understands that funds provided to it pursuant to this contract are funds which have been made available to the City by the U. S. Department of Housing & Urban Development (HUD). The award is authorized by Subtitle C of Title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 et seq. as amended (the Act)). This award, funded from 2003 appropriation for the McKinney Act Homeless Assistance programs, carries with it such requirements. This agreement will be governed by the Act, the Supportive Housing rule codified at 24 CFR 583.

2. Performance Impact Plan & Funding Budget

Contractor, in accordance and compliance with the terms, provisions and requirements of this Contract, shall manage, perform and provide all of the activities and/or services set forth in grant proposal and City approved Performance Impact Plan and Funding Budget.

3. Monitoring

- A. The City shall perform on-site monitoring of Contractor's performance pursuant to the terms of this contract.
- B. The Contractor agrees that the City and/or HUD may carry out monitoring and evaluation activities so as to ensure compliance by Contractor with this contract, with the Stewart B. McKinney Homeless Assistance Act, with the Performance Impact Plan, with the program assurances and certifications executed by City, and with all other laws, regulations and ordinances related to the performance hereof.
- C. The Contractor agrees to cooperate fully with the City and/or HUD in the development, implementation and maintenance of record-keeping systems and to provide the City and/or HUD with any data determined by the City and/or HUD to be necessary for its effective fulfillment of its monitoring and evaluation responsibilities.
- D. Contractor agrees that it will cooperate with City and/or HUD in such a way so as not to obstruct or delay the City and/or HUD in its monitoring of Contractor's performance and that it will designate one of its staff to coordinate the monitoring process as requested by City and/or HUD staff.
- E. After each official monitoring visit, City shall provide Contractor with a written report of monitoring findings.
- F. Copies of any fiscal, management or audit reports by any of Contractors funding or regulatory bodies shall be submitted to City within five (5) working days of receipt thereof by Contractor.

4. Accessibility of Records

At any reasonable time and as often as City may deem necessary, Contractor shall make all of its records available to City, HUD, or any of their authorized representatives, and shall permit City, HUD, or any of their authorized representatives to audit, examine, and make excerpts and/or copies of same. Contractor's records shall include, but shall not be limited to, the following: payroll, personnel and employment record; contracts and invoices.

5. Litigation

The City requires notification and explanation of all currently pending litigation that the Contractor is involved with, or any litigation the Contractor becomes involved with in the future. The obligations in the paragraph shall be taken in conjunction with City's Article XII of this Contract

6. Declaration of Restrictive Covenants

The Contractor agrees to execute, a declaration of restrictive covenant, on the property, located at 519 N Medina, to be recorded in the Bexar County deed records, which provides that:

- A. The Contractor, its successors or assigns, shall operate the supportive housing and provide supportive services throughout a period of twenty (20) years commencing from the date of initial occupancy or the provision of initial services, in accordance with the terms of this Agreement, the McKinney – Vento Homeless Assistance Act, the HUD regulations, and all applicable federal, state, and local laws.
- B. If, pursuant to the request from the Contractor, HUD determines that the project is no longer needed for use as supportive housing, HUD may authorize the Contractor, its successors and assigns, to convert the use of the project for the direct benefit of low-income persons. Upon expiration of the period during which the Contractor is obligated to operate the Property in accordance with the Agreement, this Declaration shall terminate and shall no longer be effective.
- C. The Contractor agrees, that if the project ceases to be used as supportive housing within ten (10) years after the project is placed in service, the Contractor, its successors or assigns, shall be obligated to repay HUD one hundred percent (100%) of any assistance received for acquisition, rehabilitation, and new construction under this Agreement. If the project is used as supportive housing for more than ten (10) years, HUD shall reduce the percentage of the amount required to be repaid by ten (10) percentage points for each year in excess of ten (10) that the project is used as supportive housing.

7. Other

Contractor invoices must be submitted to the Community Action Division Office by the fifth working day of the subsequent month of incurred expenses for reimbursement.

Executive Director Date